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Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS

LI YING HUA, LI ZHENG ZHE and XU JING JI,) CASE NO. CV 05-0019

Plaintiffs,

vs.

JUNG JIN CORPORATION, a CNMI corporation,
ASIA ENTERPRISES, INC., a CNMI corporation,
PARK HWA SUN, KIM HANG KWON.

Defendants.

NOTICE OF SALE OF
REAL PROPERTY

PLEASE TAKE NOTICE THAT, pursuant to Orders in Aid of Judgment of the above-entitled Court dated December 28, 2006 and March 29, 2007, Plaintiffs' counsel will sell at public auction to the highest bidder, on the terms and conditions set forth herein, all of the Defendants' right, title, and interest in and to the following real property (the "Subject Property"), including all improvements thereon:

Lease of Real Property dated January 12, 2001 (File No. 01-087) as amended January 15, 2003 (File No. 03-115) which is a leasehold interest in and to real property situated in Susupe, Saipan, Commonwealth of the Northern Mariana Islands and more particularly described as:

Lot Number 056 H 14, a part of Lot 056 H 03, which contains an area of 3,627 square meters, more or less.

1) **Date, Time, and Place of Sale.** The sale will be held on **Saturday, April 21, 2007**, at the

1 Subject Property at the hour of 10:00 a.m. The sale will be open to the general public.

2 **2) Inspection of Property.** The Subject Property is an improved, gated parcel located on
3 Texas Road in Susupe, Saipan (across from the PTI Building near Marianas High School and Calvo's
4 Nursery) and may be inspected (including surveyed) prior to the auction by appointment with
5 Plaintiffs' counsel. Copies of all lease documents are available from Plaintiffs' counsel upon request.
6 It is the obligation of the bidder to inspect (and survey) the property and review all lease documents.
7 Failure to inspect and survey the property or any portion thereof or to review any of the lease
8 documents will not constitute grounds for any claim, adjustment, or rescission by the winning bidder.

9 **3) No Warranties, Covenants or Representations.** The Subject Property will be sold in its
10 current condition. The sale will be held without any warranties or covenants whatsoever, whether
11 express or implied. Neither the undersigned nor Plaintiffs may give any warranty or covenant, express
12 or implied, nor make any binding representation with respect to the Subject Property. Neither the
13 undersigned nor Plaintiffs shall be liable for the quality of the Subject Property, nor for any defect
14 in the description thereof, nor for any representations (or lack thereof) about the present condition
15 of the Subject Property, nor due to the Lease of Real Property, as amended, or any term thereof. The
16 winning bidder shall not be entitled to rescission, damages, or any other remedy on account thereof.

17 **4) Conduct of Sale.**

18 **(a) Reserve/Withdrawal/Bid Rejection.** The Subject Property will be sold to the highest
19 bidder, subject to the terms and conditions stated herein. The auction sale may be held with reserve.
20 The reserve price on the Subject Property may or may not be disclosed to bidders, in the sole
21 discretion of the undersigned. The undersigned shall have the right to withdraw the Subject Property
22 prior to a final sale, to adjourn the sale without notice at any time before a final sale, and to reject
23 any and or all bids, for any reason.

24 **(b) Advance Bids.** Bids may be submitted in advance for the Subject Property. The highest
25 of such bids will automatically be considered the opening bid for the Subject Property. Advance bids
26 may be submitted only in writing, signed by the bidder, and delivered to Mark B. Hanson, Second
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Floor, Macaranas Building, Beach Road, Garapan, Saipan, Northern Mariana Islands. The bidder assumes all risk of non-delivery, late delivery, or mis-delivery of bids. Any person, including the Plaintiffs, may bid in person at the auction sale, whether or not such person has submitted an advance bid.

5) **Deposit/Payment of Winning Bid Amount.** The winning bidder shall pay to the undersigned a deposit of ten percent (10%) of the winning bid amount immediately after the sale is consummated. Payment shall be in cash, money order or by certified check. The balance must be paid to Plaintiffs, care of Mark B. Hanson, within three (3) business days from the date of sale, in cash, money order or by certified check. If the balance is not so paid, Plaintiffs will retain the deposit as liquidated damages and will again offer the property for sale.

6) **Memorandum of Sale/Assignment/Possession.** The winning bidder must sign a Memorandum of Sale immediately after the sale of the Subject Property. Upon receipt of the full amount of the winning bid, Plaintiffs' counsel will cause an assignment of the leasehold interest to be made to the winning bidder or his designee. Possession of the Subject Property will be provided upon such assignment.

7) **Changes of Terms and Conditions.** The undersigned and the Plaintiff reserve the right to change any of the terms hereof by announcement, written or oral, made before the auction sale, or at the commencement thereof, and such change or changes, by virtue of this clause, shall be binding on all bidders by constructive notice.

Dated this 10th day of April, 2007.

/s/ Mark B. Hanson

MARK B. HANSON
Attorney for Plaintiffs